

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	AG-84N8-S-13-0065	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5/07/2013	1 of 13

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY	CODE	8. ADDRESS OFFER TO	
UTAH ACQUISITION SERVICE CENTER 2222 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119		UTAH ACQUISITION SUPPORT CENTER ATTN: Erin Saelens 2222 WEST 2300 SOUTH SALT LAKE CITY, UTAH 84119	
9. FOR INFORMATION CALL:	A. NAME Erin Saelens		B. TELEPHONE NO. <i>(Include area code)</i> (NO COLLECT CALLS) (801) 975-3437, elsaelens@fs.fed.us

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date)*:

Asbestos testing for up to nine structures on the Dixie National Forest

This is a small business set-aside.

Quotes are due by 4:00 pm MDT on Wednesday, May 17th, 2013

If a site visit of any of the nine structures is desired the offeror may contact Steven O' Neil at (435) 865-3753 telephonically or by email at soneil@fs.fed.us

ALL CONTRACTORS MUST BE REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT located at www.sam.gov.

11. The Contractor shall begin performance within 03 calendar days after notice to proceed and complete all work within 21 calendar days for base bid item and an additional five calendar days for each optional bid item.

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i>	12B. CALENDAR DAYS
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by *(hour)* local time *(date)*. If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

May 7, 2013**Part I The Schedule****Section A: Solicitation/Contract Form**

The Government anticipates to award a firm fixed price contract for this requirement. The contract is intended to provide a contracting vehicle for services through which the contractor will provide Asbestos Inspection and Reporting Services at up to nine different locations within the Dixie National Forest. Terms of the agreement are listed in this solicitation and will be outlined the contract

Section B: Supplies or Services and Prices**Schedule of Items**

Note: Option Bid Items are listed in accordance with FAR 52.217-7 *Option for Increased Quantity – Separately Priced Line Item*. The Government reserves the right to award any number of Option Bid Items ranging from none to all four. Additionally, prices to include work on all days of the week.

Item No.	Description	Method of Measurement	Unit	Qty	Unit Price	Total
<u>BASE BID ITEMS</u>						
1	Testing and Report – Brows Guard Station	L.S.Q.	Lump Sum	1	NA	\$ _____
2	Testing and Report – Vermillion Castle Guard Station	L.S.Q.	Lump Sum	1	NA	\$ _____
3	Testing and Report – Duck Creek Barn	L.S.Q.	Lump Sum	1	NA	\$ _____
4	Testing and Report – Pine Valley Shop Building	L.S.Q.	Lump Sum	1	NA	\$ _____
5	Testing and Report – Pine Valley Gas House	L.S.Q.	Lump Sum	1	NA	\$ _____
Sub Total						\$ _____

Item No.	Description	Method of Measurement	Unit	Qty	Unit Price	Total
<u>Option BID ITEMS</u>						
6	Testing and Report – Pine Valley Barn	L.S.Q.	Lump Sum	1	NA	\$ _____

7	Testing and Report – Dave’s Hollow Barn	L.S.Q.	Lump Sum	1	NA	\$ _____
8	Testing and Report – Dave’s Hollow Bunkhouse	L.S.Q.	Lump Sum	1	NA	\$ _____
9	Testing and Report – Pine Valley Shop Building	L.S.Q.	Lump Sum	1	NA	\$ _____
Sub Total						\$ _____
Total Cost						\$ _____

Section C: Description/Specifications

The Dixie National Forest is preparing to reduce infrastructure costs relating to facilities. The Forest plans to demolish the following buildings over the next several years.

1. Browse Guard Station
2. Vermillion Castle Guard Station
3. Duck Creek Barn
4. Pine Valley Shop Building
5. Pine Valley Gas House
6. Pine Valley Barn
7. Dave’s Hollow Barn
8. Dave’s Hollow Storage Building
9. Dave’s Hollow Bunkhouse

This contract will involve the preparation of a Pre-Demolition LBP and Asbestos Inspection Report, documenting the presence, type, and quantities of any LBP or asbestos containing material, as well as the EPA category of the material (Regulated, Category 1, or Category 2). Each building shall receive an individual report. Each report will provide the necessary information to fulfill the LBP and asbestos notification requirements for the State of Utah Department of Environmental Quality. The report shall also make recommendations for the demolition practices and actions required during the demolition, removal, and disposal of the debris from this residence.

The certified inspector(s) shall use the following procedures when conducting an LBP and/or asbestos inspection of facilities to be demolished or renovated:

1. Analyze the scope of demolition activities.
2. Inspect the facilities identified above, where demolition will occur.
3. Identify all accessible LBP and ACM and suspect LBP and ACM building materials in the affected facility or part of the facility where the demolition or renovation operation will occur.
4. Follow a standard sampling method and provide the materials sampled to an approved laboratory to for analysis to determine if the suspect materials contain asbestos, and the type and percentage of asbestos if present. When sampling LBP, remove paint down to bare wood to obtain the sample.
5. Use professional judgment as necessary to assume any un-sampled suspect ACM may contain asbestos; and
6. Complete an LBP and asbestos survey report containing all of the following information needed to complete the asbestos demolition and renovation notification form approved by the Utah Department of Environmental Quality:

- a) A brief description of the affected area;
 - b) A list of all LBP and asbestos containing materials and suspect asbestos containing materials identified in the affected area. For each of these materials provide the following information:
 - (i) The amount of material in PPM (for LBP)
 - (ii) The amount of material in linear feet, square feet, or cubic yards (for asbestos)
 - (iii) A clear description of the distribution of the material in the affected area;
 - (iv) A statement of whether the material was assumed to contain asbestos, sampled and shown to contain asbestos, or sampled and demonstrated to not contain asbestos; and
 - (v) A determination of whether the material is RACM or may become RACM when subjected to the proposed demolition activities.
 - c) A list of samples collected from suspect materials in the affected area. For each sample provide the following information:
 - (i) Which suspect material, in the above list, the sample represents;
 - (ii) A clear description of the original location of the sample;
 - (iii) The types of analyses performed on the sample;
 - (iv) The amounts of each type of asbestos in the sample as indicated by the analytical results.
 - d) A list of potential locations of suspect materials that were not accessible to inspection that may be part of the affected area.
7. Sketches, drawings and similar representations may be used to aid in conveying the location of suspect ACM or samples, but if so, they must be appended to the asbestos survey report.
8. Document if the Asbestos Containing materials for the site are greater than or equal to the NESHAP regulated quantities, document the demolition procedures required to comply with EPA, and the State of Utah Standards. Include information for the proper transport and disposal of the demolition debris.
9. If the RACM and ACM present is below NESHAPS regulated quantities, provide information to describe what is required by the State of Utah for managing these materials during a building demolition.

Section D: Packaging and Marking

Unless otherwise agreed to, all deliverables provided under this Award shall be accompanied by a cover sheet or other document containing the following information as a minimum:

- Name of supplier
- Date of shipment
- Purchase number
- Itemized list of supplies furnished
- Price, less applicable discounts
- Name of the authorized employee

Section E: Inspection and Acceptance

The Government reserves the right to inspect and evaluate all services provided during the performance of this contract. The government may conduct surveillance of any task at any time during the performance of this contract. All surveillance observations will be documented by the Steven O' Neil.

When an observation shows defective performance, the Contracting Officer may issue a Discrepancy Report to the Contractor. The Contractor shall respond to any Discrepancy Report in writing to the Contracting Officer within 10 days of notification describing any corrective action taken to rectify the deficiency.

Section F: Deliveries of Performance

Upon issuance of a firm fixed price contract, the Contractor shall provide services as described above within three day after award is made.

Contractor shall provide a written report with the information detailed above for each and all base bid item locations within 21 calendar days from notice to proceed with an additional five calendar days (in addition to the aforementioned 21 calendar days) for each option bid item awarded. Include copies of any laboratory reports for samples that were sent for analysis.

Section G: Contract Administration Data

- (a.) This contract will be administered by the Contracting Officer located at:

USDA Forest Service, Utah Acquisition Support Center
2222 West 2300 South
Salt Lake City, Utah 84119

- (b.) The Role of Government Personnel and Responsibility for Contract Administration

- i. Contracting Officer (CO): The CO has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to amend, modify, or deviate from the contract. Other responsibilities may be delegated to authorized representatives.
- ii. Contracting Officer's Representative (COR): The COR will be designated in writing at the time of award to assist the CO in the day-to-day on-site administration of the contract requirements. The responsibilities of the COR include, but are not limited to; determining the compliance and adequacy of performance by the Contractor in accordance with the terms and conditions of this contract.

In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contracting Officer should be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract, and the contract will be modified accordingly.

On all matters that pertain to the contract terms, the Contractor must communicate with the Contracting Officer. Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately, preferably in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

- (c.) Contractor's Designated Representative

It is required that the Contractor have a designated representative available on the project during the entire project and that the representative be able to speak and understand English. When designating a representative, the Contractor shall furnish a copy of the designation in writing to the Contracting Officer. Such designation shall clearly indicate the name and limitations (if any) of authority of the representative. If the Contractor intends to designate a representative prior to the pre-work meeting, the representative is strongly encouraged to attend that meeting.

- (d.) INVOICING:

Payments will be made in accordance with FAR payment methods as follows:

Invoices will be submitted to the following address

US Forest Service
Utah Acquisition Support Center
2222 W 2300 South
Salt Lake City, UT 84119

Proper invoices shall include the following:

Original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

Section H: Special Contract Requirements

For services in the schedule of items on which offers are submitted, the offeror certifies by submission of this offer they currently possess all licenses and certifications in accordance with Utah Admin Code R307-801-5 *Company Certification* and/or Utah Admin Code R307-801-6 *Individual Certification*. Contractors are subject to the inspection requirements of Utah Admin Code R307-801-9.

Part II Contract Clauses**Section I: Contract Clauses****FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (AUG 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- ____ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ____ (3) 52.203-15, Whistleblower Protections under the American Recovery & Investment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery & Reinvestment Act of 2009).
- X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ____ (5) 52.204-11, American Recovery & Reinvestment Act – Reporting Requirements (Jul 2012) (Pub. L. 109-282)(31 U.S.C. 6101 note)
- X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).
- ____ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations(section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
- ____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ____ (11) [Reserved]
- x (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
____ (ii) Alternate I (Nov 2011) of 52.219-6.
____ (iii) Alternate II (Nov 2011) of 52.219-6.
- ____ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
____ (ii) Alternate I (Oct 1995) of 52.219-7.
____ (iii) Alternate II (Mar 2004) of 52.219-7.
- x (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ____ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
____ (ii) Alternate I (Oct 2001) of 52.219-9.
____ (iii) Alternate II (Oct 2001) of 52.219-9.
____ (iv) Alternate III (Jul 2010) of 52.219-9.
- ____ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- ____ (17) 52.219-14, Limitations on Subcontracting (Nov 2011)(15 U.S.C. 637(a)(14)).
- ____ (18) 52.219-16, Liquidated Damages – Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).
- ____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if offeror elects to waive the adjustment, it shall so indicate in its offer).

- ____ (ii) Alternate I (June 2003) to 52.219-23.
- ____ (20) 52.219-25, Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Dec 2010)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (21) 52.219-26, Small Disadvantaged Business Participation Program – Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)(15 U.S.C. 657(f)).
- X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012)(15 U.S.C. 632(a)(2)).
- ____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012)(15 U.S.C. 637(m)).
- ____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012)(15 U.S.C. 637(m)).
- X (26) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- X (27) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Mar 2012)(E.O. 13126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- ____ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ____ (34) 52.222-54, Employment Eligibility Verification (Jan 2009) (E.O. 12989) (not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803).
- ____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)) (not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803)
- ____ (ii) Alternate I (May 2008) of 52.223-9 (not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803).
- ____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)(E.O. 13423).
- ____ (ii) Alternate I (Dec 2007) of 52.223-16.
- X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (39) 52.225-1, Buy American Act – Supplies (Feb 2009)(41 U.S.C. 10a – 10d).
- ____ (40)(i) 52.225-3, Buy American Act – Free Trade Agreement – Israeli Trade Act (Mar 2012)(41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, and Pub. L. 112-41).
- ____ (ii) Alternate I (Mar 2012) of 52.225-3.
- ____ (iii) Alternate II (Mar 2012) of 52.225-3.
- ____ (iv) Alternate III (Mar 2012) of 52.225-3.
- ____ (41) 52.225-5, Trade Agreements (Mar 2012)(19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008)(E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007)(42 U.S.C. 5150).
- ____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007)(42 U.S.C. 5150).
- ____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)(42 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (Oct 2003)(31 U.S.C. 3332).
- ____ (48) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- X (49) 52.232-36, Payment by Third Party (Feb 2010)(31 U.S.C. 3332).
- ____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a
- ____ (51)(I) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The contractor shall to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items:

- x (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).**
- x (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007)(41 U.S.C. 351, *et seq.*).
- (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -- Requirements (Feb 2009)(41 U.S.C. 351, *et seq.*).
- (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009)(Pub.L. 110-247).
- (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Purchase Order 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clauses –

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) [Reserved]
- (iv) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010)(29 U.S.C. 793).
- (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (41 U.S.C. 351, *et seq.*).
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Requirements (Nov 2007)(41 U.S.C. 351, *et seq.*).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -- Requirements (Feb 2009)(41 U.S.C. 351, *et seq.*).
- (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009)(Pub.L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)(46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations

Part III List of Documents, Exhibits and Other Attachments

Section J List of Documents, Exhibits and Other Attachments

The following attachments are made part of this solicitation

Title	Pages
1. Asbestos-SOW with Maps	9

Section K Representations, Certifications, and Other Statements of Bidders

NOTE: Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

U. S. Department of Labor

VETS-100 Reporting

4200 Forbes Blvd., Suite 202

Lanham, MD 20703

Telephone: (301) 306-6752

Website: www.vets100.cudenver.edu

Reporting Questions: HelpDesk@vets100.com

Reporting Verification: Verify@vets100.com

AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (JANUARY 2005)

The North American Industrial classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s):	<u>All</u>
--NAICS Code	<u>562910</u>
--Size Standard	<u>500 Employees</u>

The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2012)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at [52.204-7](#), Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at [52.204-7](#) is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☒ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) **52.203-2, Certificate of Independent Price Determination.** This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(vii) **52.214-14, Place of Performance—Sealed Bidding.** This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) **52.219-1, Small Business Program Representations (Basic & Alternate I).** This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) **52.219-2, Equal Low Bids.** This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) **52.222-22, Previous Contracts and Compliance Reports.** This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) **52.223-1, Biobased Product Certification.** This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) **52.223-4, Recovered Material Certification.** This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) **52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification.** This provision applies to all solicitations.

(xx) **52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification.** This provision applies to all solicitations.

(2) The following certifications are applicable as indicated by the Contracting Officer:

☒ (i) **52.219-22, Small Disadvantaged Business Status.**

X (A) Basic.

___ (B) Alternate I.

___ (ii) **52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.**

___ (iii) **52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.**

___ (iv) **52.222-52, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Certification.**

___ (v) **52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).**

___ (vi) **52.227-6, Royalty Information.**

___ (A) Basic.

___ (B) Alternate I.

___ (vii) **52.227-15, Representation of Limited Rights Data and Restricted Computer Software.**

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

Section L Instructions, Conditions, and Notices to Bidders

A. Instructions to Offerors

Responses to this solicitation (RFQ) are requested via email to Erin Saelens, elsaelens@fs.fed.us no later than May 17, 2013 at 1600 MST. Please send any questions you have to Erin Sealens, elsaelens@fs.fed.us no later than May 14, 2013 at 1600 MST, no questions will be answered after May 14, 2013 at 1600 MST.

Technical Proposal Instructions. The proposal shall be evaluated in accordance with the evaluation criteria listed in Section M. To assist in the evaluation of proposals, an offeror shall submit the following information:

Technical Capability Narrative

- Description of technical capability offered and experience performing similar projects
- Technical approach summarizing contractor's strategy to accomplish the work
- Equipment to be used on this type of project and the contractor's equipment availability to dedicate to projects
- List copies of all current and applicable certifications and licenses

Cost or Pricing Instructions. Pricing must be submitted separate from the Technical Proposal. Offerors shall fill out the Schedule of Items in Section B.

If a site visit of any of the nine structures is desired the offeror may contact Steven O' Neil at (435) 865-3753 telephonically or by email at soneil@fs.fed.us

Bids for this solicitation and bid modifications shall be submitted in sealed envelopes or packages (unless submitted by electronic means) –

Addressed to the following address

USDA Forest Service
Utah Acquisition Support Center
Attn: Erin Saelens
2222 W. 2300 South
Salt Lake City, UT 84119

Showing the time and date specified for receipt, the solicitation number, and the name and address of the bidder

Telegraphic bids will not be considered; however bids may be modified or withdrawn by written or telegraphic notice

Facsimile bids, modifications, or withdrawals will not be considered

Section M Evaluation Factors for Award

A contract will be awarded to the lowest-priced technically acceptable offeror. Proposals will be evaluated for acceptability but will not be ranked using the non-cost/price factors. In order to be eligible for award, offerors must receive a rating of "acceptable" in every non-price factor/subfactor. In the interest of economy and efficiency, the Government will start by evaluating the technical proposal of the lowest-priced offeror and will award to that offeror if the technical proposal is rated "technically acceptable". If the lowest offeror receives a rating of "unacceptable" in any of the non-cost factors, the Government will then move on to evaluating the technical proposal of the next lowest offeror and so on until a proposal is rated "technically acceptable". Therefore, the technical proposals of

the non-low price offerors may or may not be evaluated; however, if the contracting officer determines the lowest-priced offeror's past performance is not acceptable, and if the offeror is rated as 'acceptable' in all other factors, the matter will be referred to the SBA for a Certificate of Competency determination, in accordance with the procedures contained in Subpart 19.6 and 15 U.S.C. 637(b)(7)). The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

The Government will evaluate the Offeror's proposal based on the following Factors and Elements listed.

11.1 Technical Capability

In order to receive a rating of "acceptable" for this factor the offeror's proposal must at a minimum demonstrate the following:

- a) adequate technical capability and provide a satisfactory technical approach to accomplish the work.
- b) The Offeror's demonstration of at least three years' experience in the field of asbestos testing through their technical narrative as outlined in section L of this solicitation.
- c) The offer submits copies of all current and necessary licenses and certifications need to accomplish the work

11.2 Price

Award will be made to the lowest priced offeror that is evaluated as "acceptable" for all non-price factors.